



Contractors' Review

February 2002

South Carolina Contractors' Licensing Board

No. 32

Board Modifies Complaint Procedures

On July 1, 2001, the board started returning code compliance complaints to the local building officials for resolution. Over the years, the board had assumed responsibility of handling complaints for consumers because there were no statewide building codes and many jurisdictions had no building officials. The board began to assist homeowners in areas where there was no building official by handling complaints and requiring corrections to be made in most cases. The practice eventually went statewide since jurisdictions with building officials began to shift responsibility for handling all complaints to the board and the S.C. Residential Builders Commission. Disagreements often arose about code

interpretations since local building officials have the discretion to make decisions to fit local conditions.



The passage of Act 123 of 1997 required, among other things, local jurisdictions to appoint a building official or contract for inspection services (§6-9-30). Those building officials now are required to be

certified by a recognized code organization or testing agency and registered by the State Building Codes Council (§6-8-60(B)).

Local building officials now are in position to exercise authority over those local disputes that the board had previously attempted to mediate in their absence. Referring most complainants directly to the local building officials expedites the resolution of the disputes. Local officials issue the building permits, inspect for code compliance during construction, and issue the Certificate of Occupancy upon completion. Therefore, they are in the ideal and logical position to effectively resolve questions between homeowners and builders during construction and head off future complaints.

When appropriate, local building officials will file with the department any complaints concerning the qualifications for continued licensure of the builders. The department's staff then will investigate the situation and recommend appropriate action under the licensing law. The department will also address complaints for improperly obtaining a license, exceeding license group limitations, contracting outside of the licensee's classification(s), license

lending, incompetence and misconduct.

This strategy has been discussed extensively with the local building officials and their professional organizations. They have reacted favorably and recognize that this enhances their position with local builders. Since the department has implemented this strategy, results to date are good. Department inspectors are continuing to work together with local building officials to monitor the effectiveness of the process and to assist when needed. ■

OSHA Issues New Steel Erection Standard

OSHA's new Steel Erection Standard became effective Jan. 18, 2002. S.C. OSHA is following federal OSHA's delay in conducting general schedule inspections in the steel industry. The delay is for 60 days, or until March 19, 2002.

"S.C. OSHA is using this period as an opportunity for outreach and education for employers," said Michelle Childs, deputy director for Labor with the S.C. Department of Labor, Licensing and Regulation. "The additional time will allow employers to become familiar with the requirements of the new steel erection standards. S.C. OSHA will assist employers on compliance with the new standard.

During this period, the agency will emphasize outreach and education to assist the industry in training employees on the new requirements.

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The "Contractors' Review" is a publication of the S.C. Contractors' Licensing Board and the South Carolina Department of Labor, Licensing and Regulation. It is distributed three times annually to licensees, building officials, architects, awarding authorities and various federal, state and local government officials. Suggestions for articles of interest for publication in this newsletter are welcome. Send written notification to Board Administrator Ron Galloway, or call him at (803) 896-4686.

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New Steel *Continued from page 1*

"This standard focuses on the most dangerous hazards in the industry and the hazards posed by evolving work practices and new technologies, said federal OSHA Administrator John L. Henshaw. This emphasis will help prevent many of the 2,300 unnecessary injuries and 35 fatalities that occur in this industry every year, he said.

This rule is the first OSHA safety standard developed under the Negotiated Rulemaking Act of 1990 and the Department of Labor's negotiated rulemaking policy. Developed in conjunction with industry and union groups, the new rule is expected to save employers nearly \$40 million a year.

The new standard improves protection to iron workers by placing special emphasis on the most serious hazards in the steel erection industry. These include hazards associated with working under loads; hoisting, landing and placing decking; column stability; double connections; landing and placing steel joists, and falls to lower levels.

Key provisions of the revised steel erection standard include:

Site Layout and Construction Sequence

- Requires certification of proper curing of concrete in footings, piers, etc. for steel columns.

- Requires controlling contractor to provide erector with a safe site layout including pre-planning routes for hoisting loads.

Site-Specific Erection Plan

- Requires pre-planning of key erection elements, including coordination with controlling contractor before erection begins, in certain circumstances.

Hoisting and Rigging

- Provides additional crane safety for steel erection.

- Minimizes employee exposure to overhead loads through pre-planning and work practice requirements.

- Prescribes proper procedure for multiple lifts (Christmas-treeing).

Structural Steel Assembly

- Provides safer walking/working surfaces by eliminating tripping hazards and minimizes slips through new slip resistance requirements.

- Provides specific work practices regarding safely landing deck bundles and promoting the prompt protection from fall hazards in interior openings.

Column Anchorage

- Requires four anchor bolts per column along with other column stability requirements.

- Requires procedures for adequacy of anchor bolts that have been modified in the field.

Beams and Columns

- Eliminates extremely dangerous collapse hazards associated with making double connections at columns.

Open Web Steel Joists

- Requirements minimizing collapse of lightweight steel joists by addressing need for erection bridging and method of attachment.

- Requirements for bridging terminus anchors with illustrations and drawings in a non-mandatory appendix (provided by SJI).

- New requirements to minimize collapse in placing loads on steel joists.

Systems-Engineered Metal Buildings

- Requirements to minimize collapse in the erection of these specialized structures, which account for a major portion of steel erection in this country.

Falling Object Protection

- Performance provisions that address hazards of falling objects in steel erection.

Fall Protection

- Controlled decking zone (CDZ) provisions to prevent decking fatalities.

- Deckers in a CDZ and connectors must be protected at heights greater than two stories or 30 feet. Connectors between 15 and 30 feet must wear fall arrest or restraint equipment and be able to be tied off or be provided another means of fall protection.

- Requires fall protection for all others engaged in steel erection at heights greater than 15 feet.

Training

- Requires qualified person to train exposed workers in fall protection. ■

Changes to South Carolina Payment Bond Law

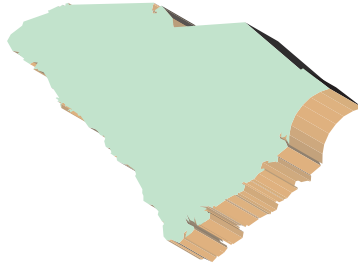
L. Franklin Elmore

Chairman, Construction & Surety Practice
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Legislation passed during the legislative year 2000 in South Carolina creates a new payment defense for bonded contractors and their payment bond sureties by restricting the right of remote bond claimants to pursue a bond claims in certain situations. Act No. 240, signed into law on March 29, 2000, applies to bonds issued for private construction projects (S.C. Code Ann. § 29-5-440), state procured construction (S.C. Code Ann. § 11-35-3030), and state highway projects (S.C. Code Ann. § 57-5-1660), and local government or municipal construction projects (S.C. Code Ann. § 11-1-120). Similar to Section 29-5-20 of South Carolina's Mechanic's Lien Statutes, Act No. 240 provides a payment defense to bonded contractors who file a Notice of Project Commencement and make payments to first tier subcontractors and suppliers before receiving notice from unpaid remote claimants.

Who is Protected? Contractors and subcontractors who provide a payment bond (a "bonded contractor") on public or private projects in South Carolina.

What is required of a bonded contractor to obtain the statutory protection? To obtain statutory protection, a bonded contractor must file a "Notice of Project Commencement," as required by S.C. Code Ann. § 29-5-23, with the county in which the project is located within 15 days of commencement of work and post its name, address and copy of the Notice of Project Commencement at the job site. When the bonded contractor complies with the foregoing requirements, its payment bond liability to a remote claimant is limited to the amount that the bonded contractor owes to its subcontractor or supplier with whom the remote claimant has supplied labor, material or services at the time of receipt of the claim, unless the remote claimant provided a "Notice of Furnishing Labor, Materials, Services or Rental Equipment" to the bonded contractor. After the bonded contractor has received a "Notice of Furnishing Labor,



Materials, Services or Rental Equipment," no payment by the bonded contractor will lessen the amount recoverable by the remote claimant.

What is the effect of failure of the Bonded Contractor to file Notice of Project Commencement? If a bonded contractor fails to file a Notice of Project Commencement, its payment bond surety is liable for the full amount of the remote claimant's claim up to the penal bond sum.

Effect of Remote Claimant's Service of Notice of Furnishing Labor, Material, Services or Rental Equipment on the Bonded Contractor. A remote claimant may assure itself of receiving payment in full from the payment bond surety if the remote claimant provide a "Notice of Furnishing Labor, Materials, Services, or Rental Equipment" to the bonded contractor. The remote claimant must provide such notice to the bonded contractor by personal service, fax, email, registered or certified mail postage prepaid at any place the bonded contractor maintains a permanent office or at its current address shown on the records of the Department of Labor, Licensing and Regulation. A remote claimant may serve the "Notice of Furnishing Labor, Materials, Services or Rental Equipment" at any time. The bonded contractor's payment bond liability is limited to the amount owing to its subcontractor and suppliers upon being served with a remote claimant's "Notice of Furnishing Labor, Materials, Services, or Rental Equipment." Once the bonded contractor receives a Notice of Furnishing Labor, Materials Services and Rental Equipment from a remote claimant, any subsequent payments by the bonded contractor to its subcontractor or supplier will not reduce the amount owed to the remote claimant below the amount which the bonded contractor held at the time it received the notice from the remote claimant.

Failure of Remote Claimant to Serve Notice of Furnishing Labor, Materials, Services or Rental Equipment. A bonded contractor who files the Notice of Project Commencement and does not receive Notice of Furnishing Labor, Materials, Services or Rental Equipment prior to the time that the bonded contractor pays the subcontractor in full for whom the remote claimant worked has an absolute payment defense against remote claimants who failed to give notice of their involvement in the project.

Limitation to Remote Claimants. Act 240 only applies to claims between "remote claim ants" and bonded contractors. The statutory changes do not apply to "first tier" subcontractors or suppliers. A first tier subcontractor/supplier is one who has a direct contractual relationship with the general contractor. Under the revisions to the payment bond statute, where a general contractor or subcontractor provides a bond, it means someone who has a direct contractual relationship with the person furnishing the bond.

Additional Notice Requirements for Remote Claimants. Remote claimants are still required to give notice of their payment bonds claims by certified or registered mail to the bonded contractor within 90 days of last providing labor, service or materials for which they have not been paid.

Statute of Limitations. With the exception of payment bond claims on SCDOT projects (SC Code Ann. § 57-5-1660), all payment bond claimants, regardless of whether the claimant is a remote claimant or has a direct contractual relationship with the bonded contractor, must commence any action against the payment bond within one year of last furnishing labor, materials, services or equipment. On SCDOT projects, payment bond claims, whether by remote claimants or by claimants with a direct contract with the bonded contractor, must be filed within one year after "settlement of the contract" between the bonded contractor and SCDOT. ■

Commercial Inspector Statutes

The following statute applies to general contractors, architects or professional engineers that perform inspection for commercial buildings. Mechanical contractors cannot perform commercial inspections.

SECTION 40-26-10. Definitions.

When used in this chapter:

- (1) "Board" means the State Licensing Board for Contractors (excluding mechanical contractors), the State Board of Architectural Examiners, or the State Board of Registration for Professional Engineers (excluding land surveyors), as is applicable to the person performing a commercial inspection.
- (2) "Commercial inspection" means the rendering of a written or oral report, for compensation of any sort, as to the condition of the construction or improvements to a commercial structure, including, but not limited to, structural problems and conditions, visible damage, safety problems or deterioration, and equipment and systems that are visible and readily accessible. Commercial inspection does not include a contract or proposal for design, repair, renovation, or remodeling of the improvements to a commercial structure. The parties to an agreement for a commercial inspection may limit or expand the scope of the inspection by agreement.
- (3) "Commercial inspector" means a natural person licensed, registered, or certified pursuant to Chapter 3 of this title or a natural person licensed as a general contractor pursuant to Chapter 11 of this title or a natural person licensed or registered as a professional engineer pursuant to Chapter 22 of this title, and who, for compensation of any sort, performs a commercial inspection.
- (4) "Commercial structure" means a building, highway, sewer, improvement, reimprovement, or structure, or part thereof, which is not a residence as defined in Article 3 of Chapter 59 of Title 40.

SECTION 40-26-20. Commercial inspectors must be licensed, registered, or certified; licenses for groups prohibited.

(A) No person may engage in or transact any commercial inspection business, or hold himself out to the public as a commercial inspector, or offer to engage in or transact any commercial inspection business in this State, unless the person is licensed, registered, or certified pursuant to Chapter 3 of this title or is licensed as a general contractor pursuant to Chapter 11 of this title or is licensed or registered as a

professional engineer pursuant to Chapter 22 of this title. (B) A person engaged in the business of performing commercial inspections on the date this chapter becomes effective who is not, on that date, qualified under the terms of this chapter to perform commercial inspections is allowed ninety days from such effective date to comply with the provisions of this chapter for the purpose of qualifying to perform commercial inspections.

(C) No license shall be issued under the provisions of this chapter to a partnership, association, corporation, firm, or group. However, nothing in this chapter precludes a person licensed pursuant to Chapter 3 of this title or licensed as a general contractor pursuant to Chapter 11 of this title or licensed or registered as a professional engineer pursuant to Chapter 22 of this title from performing commercial inspections for or on behalf of a partnership, association, corporation, firm, or group or from entering into contracts or enforcing contracts as a partnership, association, corporation, firm, or group.

SECTION 40-26-30. Applicability of chapter.

The provisions of this chapter do not apply to:

- (A) a person employed by the State of South Carolina or any political subdivision of the State as a code enforcement official when acting within the scope of that employment;
- (B) a person inspecting a commercial structure exclusively for the use of a bank, savings and loan association, or credit union, unless otherwise required by federal law or regulation.

SECTION 40-26-40. Disciplinary action for violations.

A violation of this chapter is considered a violation against the person's license, registration, or certification and subjects the person to disciplinary action by the board under which the person is licensed, registered, or certified.

SECTION 40-26-50. Prohibited conduct; unlicensed inspector prohibited from enforcing contract.

- (A) Any person who is licensed, registered, or certified pursuant to Chapter 3 of this title or who is licensed as a general contractor pursuant to Chapter 11 of this title or who is licensed or registered as a professional engineer pursuant to Chapter 22 of this title and who performs a commercial inspection is prohibited from engaging in any of the following conduct:
 - (1) making a false or misleading statement in

that portion of a written report that deals with professional qualifications or in any testimony concerning professional qualifications; (2) any act or omission involving dishonesty, fraud, or misrepresentation with the intent to substantially benefit a commercial inspector or other person or with the intent to substantially injure another person;

- (3) any act of fraud, misrepresentation, or deceit in the making of a commercial inspection;
- (4) payment of a finder's fee or a referral fee to any person in connection with an inspection of a commercial structure;
- (5) failure or refusal without good cause to exercise reasonable diligence in developing a commercial inspection report, preparing a report, or communicating a report;
- (6) accepting a commercial inspection assignment when the employment itself is contingent upon the commercial inspector reporting a predetermined estimate, analysis, or opinion or when the fee to be paid is contingent upon the opinion, the conclusions, analysis, or report reached or upon the consequences resulting from such assignment;
- (7) the performing of any improvement to a commercial structure upon which the commercial inspector performed a commercial inspection within the previous twelve months;
- (8) committing an act, or acts, of malpractice, gross negligence, or incompetence in the performance of commercial inspections;
- (9) practicing as a commercial inspector without a current license, registration, or certification issued pursuant to Chapter 3 of this title or issued pursuant to Chapter 11 of this title for a general contractor or issued pursuant to Chapter 22 of this title for a professional engineer;
- (10) engaging in conduct that could result in harm or injury to the public.

(B) A commercial inspector who is not duly licensed, certified, or registered as required by this chapter may not bring any action either at law or in equity to enforce the provisions of any contract for a commercial inspection which he entered into in violation of this chapter.

SECTION 40-26-60. Inspector to determine applicable building code provisions.

When an inspection report includes a deficiency that is alleged to be a building codes violation, the inspector is responsible for determining the construction dates and building codes in effect at the time of construction and must conduct the inspection using the building codes in effect at the time of construction. ■

Roofing Contractor Classification Clarification

Effective summer 1995, the general contractor roofing classification was changed from one scope of work to two separate scopes of work. The classification was divided into general roofing and specialty roofing. This eliminated general contractors holding a building classification from performing specialty roofing but allowed them to continue engaging in general roofing. The department is still having to discipline contractors that do not seem to understand the change. The violators are being issued citations or removed from the project and cannot go back on the project.

General roofing is limited to shingles, clay and concrete tile, slate, wood-shake roofing, metal roofing, and asphalt rolled roofing. Asphalt roofing is exactly what it says. It is made out of asphalt and comes in a roll. This is not rubber roofing or any other type of rolled roof. It is just like asphalt shingles except it comes in a roll and is made up of granules of asphalt.

Specialty roofing is all other types of roof work. It is generally rubber, tar and gravel, flat commercial roofing or any other water-tight and weather-resistant surface not mentioned above. To perform this



work, you must pass a technical examination under the general contractor classification of specialty roofing. A contractor with this classification may perform work under the general roofing classification.

If you want to perform general roofing work, you must pass a technical examination under the general contractor classification of general roofing. A contractor with a general contractor building classification may also perform work within the general roofing classification as well. ■

North Carolina Payment Bond Claims

Beginning October, 1, 2001, subcontractors and material suppliers ("claimants") making claims against payment bonds on North Carolina public construction projects will have a substantially reduced deadline for providing written notice of claims on the general contractor within 120 days from the claimant's last date of furnishing labor or materials for which payment is owed. The North Carolina General assembly changed

this deadline from 180 days in order to make the notice requirements similar to the 120-day deadline for filing claims of liens on private projects. If claimants fail to give the notice within the required time, their claims against the bond are lost.

The content of the notice, and the method of delivery, remain the same under the new law. The notice must still state with substantial accuracy the amount that is due and owing to the claimant and identify the person or entity to whom the claimant furnished the labor or materials. The claimant must also serve the notice on the general contractor by certified or registered mail, postage prepaid, at the general contractor's regular business address. Alternatively, the claimant may serve the notice by the sheriff of the county where the general contractor is located.

The legislature also did not change the deadline for the filing a lawsuit to enforce the bond. Actions against payment bonds must be commenced within one year from the date on which the owner made final judgement with the contractor. ■

Next Board Meeting

April 18, 2002

10:00 a.m.

Room #108

Kingstree Building

Have You Moved?

It is the responsibility of the licensees to keep the board office aware of current address and telephone information. When these changes occur, please notify this office immediately.

Please submit the following information:

Date: _____

Name of Licensee: _____

Old Address: _____

New Address: _____

Old Phone Number: _____

New Phone Number: _____

Signature: _____

Disciplinary Actions Against Licensees

Consent Order and Fines Paid

The following individuals or entities agreed to sign a consent order for violation of the contracting statutes and agreed to pay a fine:

- MetroPower, Inc, Albany, NY. Respondent submitted a bid for mechanical work in another name other than the exact name that appears on their license, fine was \$2,500.

- Julian E. Jeffers, Hardeeville, SC. Respondent submitted a bid for general contracting work in another name other than the exact name that appears on their license, fine was \$500.

- Scotty E. Smith, Myrtle Beach, SC. Respondent submitted a bid for general contracting work in another name other than the exact name that appears on their license, fine was \$500.

- Abatement Contractors, Inc. and Chad Conway, Greenville, SC. Respondents submitted a bid to engage in general contracting work which required a general contractor license and were not licensed at the time the bid was submitted, fine was \$1,700.

- Toma Fire, Shelby, NC. Respondent performed work on a fire sprinkler system in Greenville, SC, and did not have a fire sprinkler contractor license to engage in the project, fine was \$250.

- Georgia Mechanical, Buford, GA. Respondent submitted a bid for mechanical HVAC work in North Myrtle Beach, SC, that exceeded its license group limitation, fine was \$1,550.

- Georgia Mechanical, Buford, GA. Respondent submitted a bid for mechanical HVAC work in Murrell's Inlet, SC, that exceeded its license group limitation, fine was \$1,670.

- Tar Heel Roofing and John Looney, St. Petersburg, SC. Respondents submitted a bid for roofing work in Columbia, SC, that required a general contractor license and were not licensed at the time the bid was submitted, fine was \$1,900.

- R & J Builders and Joseph A. Pedalino, Summerville, SC. Respondents performed general contracting work without a proper license, failed to obtain a building permit as required, and submitted false information on an application for licensure, fine was \$1,500.

- Stecansky & Company, Inc. and James P. Stecansky, Center Valley, PA. Respondents as a construction manager and were not properly registered with the department as a

construction manager, fine was \$1,300.

- MSR Mid State Roofing and Larry D. Leitner, Lexington, SC. Respondents submitted a bid in West Columbia, SC, for roofing work that required a general contractor license and were not licensed at the time when the bid was submitted, fine was \$1,200.

- Louis Moreno Construction Company, Greenville, SC. Respondent aided and abetted an unlicensed contractor. The unlicensed contractor was allowed to obtain a building permit in the name of the licensee, and the licensee did not have the contract for the construction project, fine was \$5,000.

- Santee Marine Construction and Mark Morningstar, Summerton, SC. Respondent performed general contracting work that required a general contractor marine classification license and did not have a license to perform this work, fine was \$500.

- Housemasters, Inc. and Gary D. Shafer, Mt. Pleasant, SC. Respondents engaged in general contracting work that exceeded their group number 4 limitation of \$750,000, fine was \$2,000.

- Island Glass and Building Products and Joe Brasington, Hilton Head, SC. Respondents submitted a bid in Bluffton, SC, for glass and glazing work that required a general contractor license and were not licensed at the time the bid was submitted, fine was \$2,100.

- R. Wayne Cooke and R. Wayne Cooke and Associates, Charleston, SC. Respondents submitted a bid in Georgetown, SC, for roofing work that required a general contractor license and were not licensed at the time when the bid was submitted, fine was \$2,000.

- R. Wayne Cooke and R. Wayne Cooke and Associates, Charleston, SC. Respondents submitted a bid in Monks Corner, SC, for roofing work that required a general contractor license and were not licensed at the time when the bid was submitted, fine was \$5,000.

- R. Wayne Cooke and R. Wayne Cooke and Associates, Charleston, SC. Respondents submitted a bid in Charleston, SC, for roofing work that required a general contractor license and was not licensed at the time when the bid was submitted, fine was \$5,000.

- Hartsville Lumber, Hartsville, SC. Respondents submitted a bid for HVAC work for the installation of a 40-ton cooling unit that required an air condition license. The current license limits the entity to package equipment work of 25 tons or less. The entity was in violation of working outside its mechanical

contractor license, fine was \$600.

- Hardwick and Son Roofing and Sheetmetal and James Hardwick, Conway, SC. Respondents submitted a bid for roof work on the Conway Elementary Project in Conway, SC, that exceeded their general contractor group number 4 license limitation, fine was \$1,050.

- Air Tec Mechanical, Inc., and Clarence R. Shaw, Jr., Spartanburg, SC. Respondents submitted a bid for HVAC work for the installation of 40-ton cooling unit that required an air condition license. Their current license allows the entity to perform package equipment work with a 25-ton limit. The licensee was charged with working outside their license classification, fine was \$600.

- A. D. Williams Construction Co., Inc and Jimmy L. Williams, Savannah, GA. Respondents performed general contracting work in Hardeeville, SC, for a grading, asphalt paving, curb and gutter project that required a general contractor license, and the entity was not properly licensed at the time the work was performed, fine was \$1,000.

- Marshview Builders and Joe Judson, Bluffton, SC. Respondents entered into a contract to perform general contracting work in Hardeeville, SC, for a commercial swimming pool that required a general contractor license, and the entity was not properly licensed at the time the bid was submitted, fine was \$1,000.

- Atlantic Coast Builders and James N. Richardson, Hilton Head Island, SC. Respondents pulled a permit to build a clubhouse in Bluffton, SC, that required a general contractor license with a building classification. Their current license limits the entity to asphalt paving and water and sewer line projects. The Respondents are in violation of working outside their general contractor license, fine was \$2,000.

- A & M Contracting, LLC, Rincon, GA. Respondents submitted a bid in Bluffton, SC, for interior work that required a general contractor license, and the entity was not properly licensed at the time the bid was submitted, fine was \$3,000.

- G & C Contractors and Thomas Gregory, West Columbia, SC. Respondents submitted a bid in West Columbia, SC, for roofing work that required a general contractor license, and the entity was not properly licensed at the time when the bid was submitted, fine was \$1,900.

- Santee Marine Construction and Mark

Disciplinary Actions Continued page 7

Morningstar, Summerton, SC. Respondents submitted a bid in Summerton, SC, for concrete work that required a general contractor license, and the entity was not properly licensed at the time when the bid was submitted, fine was \$500.

- Heery International and Phil Roberts, Raleigh, NC. Respondents submitted a bid to perform work on a general contracting project in Charleston, SC, as a construction manager, and the entity were not properly registered with the department as a construction manager, fine was \$500.

- Bryco Inc. and Ronn Shuman Pembroke, GA. Respondents submitted general contracting work in Hardeeville, SC, for a grading, asphalt paving, and curb and gutter project that required a general contractor license, and the entity was not properly licensed at the time when the bid was submitted, fine was \$1,000.

- Patterson Construction and Edwin Patterson, Beaufort, SC. Respondents submitted a bid in Bluffton, SC, for work that required a general contractor license, and the entity was not properly licensed at the time when the bid was submitted, fine was \$3,250.

- Blairhall, Inc., and Jason Fisher and Timothy J. Hall, Spartanburg, SC. Respondents aided and abetted an unlicensed contractor, W M K Contracting, Inc., to obtain a building permit by using the license of Blairhall, Inc., when Blairhall did not have the contract to perform the work, fine was \$500 and respondents agreed to permanent license revocation of Blairhall, Inc.

- W M K Contracting, Inc., Fort Oglethorpe, GA. Respondent borrowed the license of Blairhall Inc., to obtain a building permit to construct a building and was not properly licensed in South Carolina as a general contractor, fine was \$500.

- William W. Collins, Florence, SC. Respondent submitted a bid for mechanical contracting work in another name of the other than the exact name that appears on their license. The unlicensed name used was Low County Heating and Air, fine was \$500.

- Premier Electric & Develop and Gregg Holloway, Bowdon, GA. Respondents submitted four separate bids for electrical work on four separate Fuji Photo Film Plant projects in Greenwood, SC, that exceeded their mechanical contractor group number 4 license limitation, fines were \$3,895, \$5,000, \$5,000, and \$3,300.

- Mark R. Pupilli, Raleigh NC. Respondent consented to a posture of NOLO Contendere of not being in full compliance of

the South Carolina contracting laws, fine was \$5,000.

- Thomas Electric, Inc. and Thomas A. Beattie, Jacksonville, FL. Respondents submitted a bid in Myrtle Beach, SC, for electrical work that required a mechanical contractor license, and the entity was not properly licensed at the time the bid was submitted, fine was \$2,500.

- Thomas Electric, Inc. and Thomas A. Beattie, Jacksonville, FL. Respondents submitted a bid in Ridgeland, SC, for electrical work that required a mechanical contractor license, and the entity was not properly licensed at the time the bid was submitted, fine was \$2,500.

- Contrac Roofing, Inc., Greenville, SC. Respondents submitted a bid for roof work on the Spartanburg which Regional Hospital Project in Spartanburg, SC, required a general contractor's license, and the entity was not properly licensed at the time the bid was submitted, fine was \$1,000.

- HNI LTD / Interchange and Andre Woods, Charleston, SC. Respondents submitted a bid for asphalt work which is outside their contractor license building classification, fine was \$500.

- Cely Construction Company and Samuel Cely, Greenville, SC. Respondents aided and abetted an unlicensed subcontractor by hiring the contractor to perform mechanical work when the subcontractor did not have a proper license to perform the work, fine was \$1,600.

- Hollis Roofing and Bryan Hollis, Columbus, MS. Respondents submitted a bid for roof work on a Home Depot Store in Murrells Inlet, SC, and the entity was not properly licensed at the time the bid was submitted, fine was \$2,000.

- Maple Ridge Services, Inc., and Daryl Mast, Boiling Springs, SC. Respondents aided and abetted an unlicensed contractor by hiring the unlicensed contractor to perform general contracting work that required licensure. The project was the Mountain View Elementary School in Greenville, SC, fine was \$1,700.

- Industrial Metal Fabricators and Chris Viverette, Chesnee, SC. Respondents submitted a bid for metal fabrication work for the Kohler Company in Spartanburg, SC, and the entity was not properly licensed to perform this work, fine was \$800.

- Crystal T. Spires Construction & Farm, Inc. and Crystal T. Spires, Abbeville, SC. Respondents submitted a bid to perform general contracting work for the City of Greenwood Panloa Mill Sidewalk project and did not have a

general contractor license to perform this work, fine was \$500.

- J & L Glass Company, Inc. and John Shealy, Savannah, GA. Respondents submitted a bid for aluminum storefront glass and glazing work for the Bluffton Library Project in Bluffton, SC, and the entity was not properly license to perform this work, fine was \$1,500.

- Low Country Construction and Ronnie Drew, Kingstree, SC. Respondents submitted a bid for fire damage repairs to the Santee Sutton Store located in Lane, SC, and the entity was not properly licensed to perform this work, fine was \$500.

- David White Builders and David White, Respondents, Bluffton, SC. Respondents submitted a bid for the installation of a bulkhead at Palmetto Dunes Plantation located in Hilton Head, SC, and did not have a general contractor marine license to perform this work, fine was \$2,400.

- Upstate Awnings and Tony Odom, Easley, SC. Respondents submitted a bid for the construction of a metal building for the Glassy Mountain Church of God project located in Greenville, SC and the entity did not have a proper license to perform this work, fine was \$500.

- Rice's Construction and David R. Rice, Winnsborro, SC. Respondents submitted a bid for an addition to MT. Olive Baptist Church in Union, SC, and the entity did not have a proper license to perform this work, fine was \$500.

- Atchley Construction Company, Inc., and Douglas Atchley, Spindale, NC. Respondents submitted a proposal for an addition to the Watts Regulator Plant in Chesnee, SC, that exceeded their general contractor license group number 3 limitation of \$350,000, fine was \$5,000. ■

Citations Issued

The following individuals and/or entities were issued a citation by the department for violation of the contracting statutes and agreed to pay a fine:

- Quality Iron Works and Ruben R. Cook, Nichols, SC. Respondents performed general contracting work without a proper license, fine was \$500.

- William C. Fetter Marine Construction and Jeffrey Ridenhour, Conway, SC. Respondents performed general contracting work without a proper license, fine was \$500.

- Hardwick and Son Roofing and Sheetmetal and James Hardwick, Conway, SC. Respondents submitted a bid for roof work on

Citations Issued *Continued page 8*

*This issue contains
information that may directly
affect your business!*

Citations Issued *continued*

the Kingston Elementary Project in Swansea, SC, which exceeded their general contractor group number 4 license limitation, fine was \$500.

- Gerald Bledsoe, Laurens, SC. Respondent performed mechanical contracting work without a proper HVAC license, fine was \$500.
- Cary G. McKnight, Sumter, SC. Respondent engaged in mechanical work in a name other than the name that appears on his contractor license. The work should have been conducted under the name of Cary G. Knight, not Cary's heating and Air Conditioning, fine was \$500.
- C D C Construction, Inc. Respondent aided and abetted an unlicensed mechanical contractor by hiring the entity to perform electrical work that required licensure for the Food Lion project located in Ridgeland, SC, fine was \$4,000.
- Action Building Company and James H. Jones, Spartanburg, SC. Respondents failed to make corrective action after receiving a written directive from the department, fine was \$500.
- Carolina Custom Pools and Brent Smith, Lexington, SC. Respondents failed to make corrective action after receiving a written directive from the department, fine was \$500.
- Hipp Construction, Charlotte, NC. Respondent aided and abetted an unlicensed general contractor by hiring the entity to perform glass and glazing work that required licensure for the Bojangles project located in Clover, SC, fine was \$500.
- Accessibility Center, Charleston, SC. Respondent engaged in general contracting work that required licensure and did not have a license to perform the work, fine was \$500. ■

NASCLA National Association of State Contractor's Licensing Agencies

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